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Citations

CASES:

In the Supreme Court of the United States

OCTOBER TERM, 1970

NO. 961

NATIONAL LABOR RELATIONS BOARD, *Petitioner*

v.

PITTSBURGH PLATE GLASS COMPANY, CHEMICAL DIVISION, ET AL.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

MOTION FOR LEAVE TO FILE A BRIEF AS AMICI CURIAE

Pursuant to Rule 42 of the Rules of this Court the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), and the International Union UAW, hereby move for leave to file a brief *amici* in support of the Petition. The Solicitor General has granted his consent. Counsel for the Company has refused his consent.

INTEREST OF THE AMICI

The AFL-CIO is a federation of one hundred and twenty-one affiliated labor organizations having a total membership of approximately thirteen million working men and women. It is thus the majority spokesman for organized labor. The International Union UAW, with a membership

of over one million five hundred thousand is the nation's largest industrial union.

The instant case presents a major question as to the proper scope of bargaining on a basic issue—retirement benefits. Both management and organized labor have so recognized even before the National Labor Relations Board's decision. This recognition has led to extensive *amicus* presentations. The Chamber of Commerce, the National Association of Manufacturers, the AFL-CIO, the UAW, the United Steelworkers and the Amalgamated Transit Union all sought and were granted permission to file briefs *amici* with the NLRB, and all of the above with the exception of the AFL-CIO participated in the court below.

This major question has been erroneously decided. The nature of the subject matter demands that bargaining over retirement benefits be a continuous process. The lower court's opinion (Pet. App. 1-20),[1] however, creates an artificial restriction on bargaining which will have a substantial adverse practical impact on labor-management negotiations involving this subject. The decision below is also unsound in its overall approach. It pretermitted bargaining covering a subject of importance to employees within the unit, with the acknowledged representative of those employees, because it was determined that the result would have an impact on other persons. If this view gained acceptance countless subjects of discussion important to labor and management will be removed from the bargaining table if either party declines to discuss it, thereby narrowing the scope of bargain-

[1] The union immediately involved in the instant case, Local 1, Allied Chemical and Alkali Workers of America, has filed a separate Petition For A Writ Of Certiorari, No. 910, this Term. To avoid needless duplication the Appendix references in the Board's Petition are to the Appendix in No. 910 (Pet. 1, n. 1). The same practice is followed here.

ing to a point at which the ultimate aims of the Act would be thwarted.

Collective bargaining is the primary function of the Federation's affiliates and the UAW. Thus the *amici's* interest in the instant proceeding is manifest. And it is precisely because of the scope and depth of that interest that the AFL-CIO and the UAW take the extraordinary step of seeking this Court's leave to present their views.

ISSUE NOT COVERED IN THE PETITION

One of the major factors to be considered in determining the proper scope of collective bargaining is industrial practice. The salutary impulse in this area has been to consult the realties of bargaining rather than definitional abstractions: "The term 'bargain collectively' as used in the Act 'has been considered to absorb and give statutory approval to the philosophy of bargaining as worked out in the labor movement in the United States.'" *Labor Board* v. *American National Insurance Co.*, 343 U.S. 395, 408. Recognizing this, the union presentations below concentrated on developing data as to present practice. This data is relied on in the Board's decision (Pet. App. 42). The brief *amici* tendered herewith collects and updates in a single brief the materials presented in separate briefs below. For these facts are highly relevant in understanding the dynamics of collective bargaining on retirement benefits, and are not developed in the Petitions already filed.

CONCLUSION

For the above stated reasons we respectfully urge the Court to grant this motion for leave to file the accompanying brief *amici* in the instant case in support of the Petition For A Writ Of Certiorari To The United States Court of Appeals for the Sixth Circuit.

Respectfully Submitted

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BRIEF FOR THE AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS AND FOR THE INTERNATIONAL UNION UAW AS AMICI CURIAE

This brief *amici* is filed by the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO, and the International Union UAW, contingent upon the Court's granting the foregoing Motion For Leave To File A Brief As *Amici Curiae.*

The opinions below, the basis of this Court's jurisdiction, the questions presented, and the statutory provisions involved are set out on pp. 1-2 of the Petition.

The interest of the AFL-CIO, and of the UAW, is set out on pp. iii-iv of the above noted Motion.

REASONS FOR GRANTING THE WRIT

THE DECISION BELOW, WHICH IS IN CONFLICT WITH DECISIONS OF THIS COURT, WILL HAVE AN ADVERSE IMPACT ON MILLIONS OF ACTIVE WORKERS AND RETIREES

1. It has been settled for over 20 years that employers are required to bargain with the representative of their employees with respect to pensions and other retirement benefits payable to those employees; see, *Inland Steel Co.*, 77 NLRB 1, *enforced* 170 F.2d 247 (C.A. 7) *certiorari denied on this point,* 336 U.S. 960. Organized labor has utilized this bargaining right to the fullest:

> "By the end of 1966 * * * 14 million [workers in private industry] were covered by negotiated retirement plans. * * * Of the estimated 17.8 million non-government workers under union contracts in 1966, * * * 3 out of 4 [had] retirement plan coverage." D. Kittner, *Negotiated Health and Retirement Plan Coverage,* 91 Monthly Labor Review 24 (Dec., 1968) [1]

The resulting extensive system of retirement benefits, which operates in tandem with the broad public commitment to the retired embodied in Social Security and Medicare legislation, has been developed despite frequently intense employer resistance. Unions have insisted on such benefits, even at the cost of increases in immediate wage payments because of their view that the rigors of industrial life must be tempered by the expectation of a retirement in dignity and economic security.

Due to the increase in life expectancy, the ranks of the retired grow constantly. The level of income and health

[1] In the Petition in No. 910, p. 9, n. 5, the number of workers in private industry covered by negotiated plans is erroneously given as 26 million. That figure includes both negotiated and non-negotiated plans.

benefits available to them is of importance not only to these millions of individuals and their families, but to the general public, as Congress has recognized by periodically raising social security benefits and by adopting and expanding Medicare. These legislative improvements do not, however, fully meet the needs of the retired. For the premise of public policy is that the private economy—specifically the employing entity which benefited from the worker's productive years—will pay a significant portion of the cost. In unionized plants collective bargaining is the dominant method for determining the employer's contribution, consistent with the basic policy declared in § 1 of the National Labor Relations Act—to encourage "the practice and procedure of collective bargaining."

The instant case is the first since *Inland Steel* to raise a basic question about the scope of the duty to bargain about retirement benefits. The resolution of the question presented will go far to determine whether meaningful implementation of the basic principle that retirement benefits are a mandatory subject of bargaining will continue. Both management and organized labor so recognized even before the National Labor Relations Board decision herein. And both sides made unusual efforts to insure that the Board was fully informed as to current practice rather than following the usual course of leaving it to the Board to invite briefs or to rely exclusively on its own knowledge of industrial relations. After the Trial Examiner's decision was rendered, the Chamber of Commerce filed a motion for leave to file a brief *amicus curiae* with the Board, stating:

> "This case, if decided in the manner advocated by the General Counsel, would have a substantial impact on every union and employer covered by the Act."

The National Association of Manufacturers also filed a brief with the Board on behalf of management. And the

AFL-CIO, the UAW, the Steelworkers, and the Amalgamated Transit Union, each of which was directly affected, all filed briefs *amicus* on behalf of organized labor. The Board expressly relied on the union briefs in determining that "Bargaining on benefits for workers already retired is an established aspect of current labor-management relations" (Pet. App. 42).

2. The impact of the instant case stems from the fact that pursuant to present "industrial bargaining practices," *Fibreboard Paper Products Corp.* v. *Labor Board*, 379 U.S. 203, 211, negotiation of retirement benefits is a continuous process:

> "Of the 976 major contract settlements concluded in 1966 that involved wages, almost 58 percent liberalized health and insurance plans and almost 44 percent liberalized retirement plans. As a result of these settlements * * * retirement plan provisions were changed in contracts covering over 1.7 million workers.
>
> "Liberalization of health and insurance plan provisions involved * * * the extension of benefits to retired workers and their dependents, and the adaptation of benefits for retirees and other elderly participants of Medicare. * * *" D. Kittner, *op. cit. supra.*, 91 Monthly Labor Review at 24.

As noted in S. Rep. No. 404, Part I, 89th Cong., 1st Sess., 23-24 (1965), the practice of extending "benefit liberalizations to existing pensioners on the rolls when doing so for future pensioners [is] often followed under private pension plans." To illustrate this point, we have prepared, from 1970 data published by the Department of Labor, an Appendix to this brief setting out a cross-section consisting of 20 major contracts (i.e., contracts covering between 600 and 35,000 employees) in which there were changes in benefits of persons already retired. These contracts were negotiated by 15 international unions and were selected to provide the court with a cross-section of industries and geographic

regions, and they demonstrate that continuous collective bargaining over retirement benefits is a common-place, see pp. 17-22 *supra*.[2]

The results of this continuing process of bargaining were illustrated by the UAW and the Steelworkers, the two largest industrial unions in the country, in briefs *amicus* to the Board and the court below. In the 1964 negotiations between the UAW and the major employers in the automobile industry, improvements were negotiated in both pension and health and welfare benefits of employees who were, at the time of negotiations, already on retirement: (1) the increases in the monthly pension of $1.45 a month per year of service was made applicable to all previous retirees; (2) new health benefits were made applicable to retirees and their spouses, as well as to employees and families, including (and of particular importance to retirees), convalescent and long-term illness care providing up to 730 days in an approved nursing home; (3) health insurance premiums for retirees would henceforth be paid entirely by the companies rather than shared 50-50 by the retirees. Brief *Amicus Curiae* (on behalf of UAW) pp. 11-13. Further benefits for persons already retired were negotiated by UAW in the automobile industry in the 1967 negotiations, and in the negotiations just concluded with General Motors the UAW secured the following major benefits for retirees: (1) an increase of $1 a month per year of service; (2) a plan pursuant to which prescriptions would be filled at a maximum charge of $1 to $2 per prescription; (3) an agreement pursuant to which G.M. would pay Medicare premiums in their entirety. These gains were made despite the fact that G.M.'s "final offer" did not provide a single benefit for those already retired.

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[2] A similar study utilizing earlier data was presented to the Board in the AFL-CIO's Brief *Amicus Curiae*.

And the Steelworkers advised the court below:

> "In the steel and iron ore industries, improved pension and/or insurance benefits for employees retired resulted from collective bargaining in 1954, 1956, 1960, 1965 and 1968; in the aluminum industry, improvements for those already retired were gained in 1949, 1956, 1960, 1962, 1965 and 1968; and in the can industry, in 1955, 1959, 1962, 1965 and 1968. A similar bargaining history prevails in other industries whose employees are represented by the USW." Brief for United Steelworkers of America, AFL-CIO, as *Amicus Curiae*, p. 3.

The process of continuing negotiation is not a mere convenience, it is a necessity. As was recognized in *Inland Steel*, 170 F.2d at 253, the very nature of retirement benefits is that they constitute future compensation for work performed. The actual value of those future benefits to the retiree when he becomes entitled to them is dependent upon many conditions and circumstances which the bargaining parties cannot anticipate and over which they have no control.

Monetary inflation is one of these. Public law is another. It would not be even theoretically possible for unions and employers to anticipate the nature and level of public benefits which retirees can expect and duplication of which would create costs to the employer without commensurate value to the retiree. Who, for example, in negotiating retirement benefits during, say the first 10 years after *Inland Steel*, could have anticipated the enactment of Medicare or its precise form; and who can tell today how much Social Security eligibles will receive monthly in 1980? To expect the parties to plan for such contingencies is, in Justice Holmes' words "to exact gifts that mankind does not possess," *International Harvester Company* v. *Kentucky*, 234 U.S. 216, 224. And so, since collective bargaining is

governed by industrial realities rather than definitional abstractions, the practice of unions and employers in negotiating retirement benefits is to adjust to changing conditions.

For example, pensions are usually negotiated as a fixed monthly payment. Thus, the amount of goods and services which the retiree can obtain fluctuates with the real value of the dollar. It is notorious that pensions are peculiarly vulnerable to the rising cost of living. To compensate for the inroads of recent inflation, the steel industry agreements increased pensions for those already retired $5.00 per month in 1965, and another $10.00 per month in both 1965 and 1968.

Moreover, there is an intimate and an unavoidable interrelationship between negotiated benefits, and those which the retirees receive by virtue of public law. The precise nature and dimension of the periodic shifts in Social Security payments and Medicare benefits cannot, of course, be anticipated, yet it would most certainly be counter-productive if private and public plans looking toward the same end failed to mesh.

Looking again to the experience of the Steelworkers, at the time Medicare was enacted there were agreements in force in the aluminum and can industries, which had been negotiated prior to enactment, requiring employers to provide hospital and surgical insurance to retired employees. The new public law provided some of the same coverage. This meant that the private programs would be paying the retirees a second time for expenses already covered. Not surprisingly, these employers immediately insisted on negotiating adjustments with the union to avoid having to pay for this duplicative coverage. On the other hand, Medicare also contained certain features which motivated the union to obtain changes for the benefit of

retirees. The provision that the supplemental statutory coverage under Medicare could only be obtained by the payment of premium stimulated efforts by the Steelworkers which led to an agreement pursuant to which employers pay this cost which would otherwise have been borne by their retirees.

While the Board properly relied on the information it thus received from the briefs *amici* (see, e.g., *Fibreboard Paper Products Corp.* v. *Labor Board,* 379 U.S. 203, 212, n. 7, 216, n. 8; *Vaca* v. *Sipes,* 386 U.S. 172, 192, n. 15), the impact of legislation on the benefits previously agreed upon is shown by this very case, and acknowledged by the company. The entire controversy, including the unilateral changes made by the company, was triggered by the enactment of Medicare. To some extent the parties had anticipated this legislation in their agreement, providing that the company would have the right to reduce its contribution for insurance to retirees (Pet. App. 25). The company exercised this right during the term of the agreement and the union acquiesced (*ibid*). But the company also stated, as the Board found (*id.* at 26), that it intended to cancel the negotiated health insurance plan for retired employees because, in "*respondent's opinion the enactment of Medicare made this insurance useless.*" (emphasis supplied.)

Government action may also affect pension arrangements. The 1949 pension plan in the steel industry provided that a retiree would receive a total pension of at least $100 per month, including Social Security. The average Social Security benefit at that time was approximately $65 per month, so that the employers were undertaking an additional liability of at least $35 per month. In subsequent years, however, Congress amended the Social Security Act to increase the monthly payment. Under the terms of the pension plan, this resulted in a reduction in the amount of

pension paid by the employers to those who had already retired. This unanticipated development impelled the union to seek revisions of the plan to reinstate its original intent. In 1954, as a stopgap measure, the Steelworkers won agreement that subsequent increases in Social Security would not result in further reduction of retirees' pensions. In 1956, the union obtained a general revision of the formula for computing retirees' minimum pensions which eliminated the Social Security offset altogether. Had the Steelworkers not been entitled to renegotiate the pension formula for retirees, the unanticipated amendments to the Social Security Act would have rendered a plan which had been progressive in 1949, when it was negotiated, regressive in its application due to subsequent legislation.

Finally, it should be noted that the employer's promise to pay pension benefits is only the first half of the matter. It is also essential that adequate monies to pay the monthly pension benefits be available as they come due. The traditional mechanism for financing pensions is the "pension fund," to which the employer makes periodic contributions. Because most collective bargained pensions plans give the employer considerable time to reach complete funding (the median period is approximately 30 years), it is almost invariably true that at the moment an employee retires the employer will not have yet contributed the full amount necessary to pay his pension for the rest of his life. Normally the employer anticipates contributing to the fund on a regular basis to provide the monies to pay that pension. Periodic reviews of the financial health of the pension fund are therefore essential to assure that it will be adequate to provide pension payments as they come due. After such a review the union may conclude that an employer's rate of contribution is too slow, or the union may find that the investment of pension monies has resulted in losses. If

these eventualities arise the union may, through bargaining, insist on requiring an additional contribution.

The fact that every contribution the employer makes goes into a single fund, from which benefits will be paid to eligible retirees, regardless of whether they were active or retired at the time the payments were made, is perhaps the most strking evidence of the artificiality of the view of bargaining adopted below (Pet. App. 1-20). The size of the employer's contribution is his main stake in the amount of benefits and in establishing eligibility—it is, in a word, his cost. Yet until the time that the plan is completely funded, it is a logical impossibility to bargain about that contribution without bargaining about the interests of persons already retired. Only after funding is complete does every cent contributed go to provide payments to persons presently employed—and then only if the benefits of those already retired remain constant.

The sum of the matter, as the Board stated, is that:

> "Forced reliance on fixed, preretirement formulas has shortcomings which may lead to disappointing results in the operation of a plan. There may be a variety of changes in the experience of the covered group or in the operation or administration of the plan itself which the parties cannot foresee. The changing value of the dollar, rising medical costs, and other economic developments might alter the real level of benefits envisaged by the original formula. The parties may also reappraise their feelings as to the fair economic share owing to retired workers, just as society itself periodically reexamines its commitments to the elderly. In addition, insurance and health care plans are constantly developing new features and refinements.
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> • • •
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> "With respect to new problems which arise under a health insurance plan for retired employees, collective bargaining is not only a suitable method for exploring

different solutions, but it is probably the most rational and effective method. A plan which has its inception in the collaborative process of a labor-management agreement reflects the assumptions, arguments, and aspirations—as well as the compromises—of the parties to that process. While the process of collective bargaining does not guarantee that its agreements will be wise, the process does help to assure the acceptability of those agreements because they were reached through the participation and the commitment of the parties most affected. Moreover, to deny collective bargaining a role in the development of health benefits plans for retired employees might undermine their viability." (Pet. App. 40-41.)

3. As an "independent" ground for its decision, the Board concluded that the subject of retirement benefits for retired employees is embraced by the bargaining obligation of the statute because it vitally affects active bargaining unit employees" (Pet. App. 37). This is the precise method for determining the scope of the mandatory obligation under § 8(d) which this Court utilized in *Teamsters Union* v. *Oliver,* 358 U.S. 283 and *Fibreboard Paper Products* v. *Labor Board,* 379 U.S. 203. In reversing the Board, the court below addressed itself only in passing to this independent ground of the Board's decision, and without giving a factual explanation therefor, asserted that bargaining about this subject was "not necessary" to protect the interests of bargaining unit employees.

It would be ground for review and reversal that the Court of Appeals should thus substitute its own *ipse dixit* for the reasoned conclusions of the Board on a matter so "peculiarly within the cognizance of the Board because of its closeness to and familiarity with the practicalities of the collective bargaining process," *cf. Carpenters Union* v. *Labor Board,* 357 U.S. 93, 106. In any event, as we explained above, the Board's assessment of the impact of this subject

on active employees is correct. This being so, the decision below is clearly inconsistent with *Fibreboard* and *Oliver*.

In *Fibreboard* this Court held (379 U.S. at 215) "that the type of 'contracting out' involved in this case—the replacement of employees in the existing bargaining unit with those of an independent contractor to do the same work under similar conditions of employment—is a statutory subject of collective bargaining under § 8(d)." In reaching this conclusion heavy reliance was placed on *Oliver*, which was described as follows (*id.* at 212-213):

> "The issue in that case was whether state antitrust laws could be applied to a provision of a collective bargaining agreement which fixed the minimum rental to be paid by the employer motor carrier who leased vehicles to be driven by their owners rather than the carrier's employees. We held that the agreement was upon a subject matter as to which federal law directed the parties to bargain and hence that state antitrust laws could not be applied to prevent the effectuation of the agreement. We pointed out that the agreement was a
>
> > 'direct frontal attack upon a problem thought to threaten the maintenance of the basic wage structure established by the collective bargaining contract. The inadequacy of a rental which means that the owner makes up his excess costs from his driver's wages not only clearly bears a close relation to labor's efforts to improve working conditions but is in fact of vital concern to the carrier's employed drivers; an inadequate rental might mean the progressive curtailment of jobs through withdrawal of more and more carrier-owned vehicles from service.' (358 U.S. at 294).
>
> Thus, we concluded that such a matter is a subject of mandatory bargaining under § 8(d)."

Accordingly, the Board's conclusion that retirement benefits for retired employees are encompassed within the duty

to bargain because they vitally affect active employees was sound, and was alone sufficient to require enforcement of its order.'

The court below, however, was of the view that if the retirees are not employees or are not in the bargaining unit, an employer cannot be required to bargain about their benefits. (Pet. App. 15-18). This purported restriction on the bargaining obligation is conclusively refuted by *Oliver* which was subsequently explained by its author, Mr. Justice Brennan, in terms which are particularly instructive here:

> "*Local 24 of Inter. Broth. of Teamsters, etc.* v. *Oliver*, 358 U.S. 283, did not, as appellees suggest * * *, hold that owner-operators are in any sense 'employees.' That case held that a bargaining unit including an overwhelming majority of concededly employed drivers of carrier-owned equipment was entitled, under § 8(d) of the National Labor Relations Act, * * * to bargain to impasse concerning minimum rentals to be received by owner-drivers. It was not necessary to determine whether the owner-drivers were 'employees' protected by the Act, since the establishment of the minimum rental to them was integral to the establishment of a stable wage structure for clearly covered employee-drivers. See *id.*, at 294-295." *United States* v. *Drum*, 368 U.S. 370, 382, n. 26.

Similarly, it is not necessary to determine in this case whether retirees are employees protected by the Act, since the establishment of their benefits is "integral to the establishment of" retirement benefits of active employees.

4. The decision below is not only erroneous in terms of the precise issue presented, it is also unsound in its overall approach. Yet the lower court's opinion stated, "Not only are the Board's arguments without support in the language of the Act, they are in defiance of its purpose." (Pet. App.

18). Putting aside questions of the proper interpretation of the language of §§ 2(3), 8(a)(5), and 9(a), it is clear that it is the court's decision rather than that of the Board which is "in defiance of [the Act's] purpose." For the court's opinion gives no weight to, and its conclusion frustrates, the Act's dominant purpose—"to encourage the practice and procedure of collective bargaining." This objective was first enunciated in the Wagner Act and consciously reaffirmed in the Taft-Hartley Act. In *Labor Board* v. *Jones & Laughlin Steel Corp.*, 301 U.S. 1, 42, Mr. Chief Justice Hughes said:

> "Experience has abundantly demonstrated that the recognition of the right of employees to self-organization and to have representatives of their own choosing for the purpose of collective bargaining is often an essential condition of industrial peace. Refusal to confer and negotiate has been one of the most prolific causes of strife. This is such an outstanding fact in the history of labor disturbances that it is a proper subject of judicial notice and requires no citation of instances."

And again, in *Fibreboard,* Mr. Chief Justice Warren said:

> "The inclusion of 'contracting out' within the statutory scope of collective bargaining also seems well designed to effectuate the purposes of the National Labor Relations Act. One of the primary purposes of the Act is to promote the peaceful settlement of industrial disputes by subjecting labor-management controversies to the mediatory influence of negotiation. The Act was framed with an awareness that refusals to confer and negotiate had been one of the most prolific causes of industrial strife. National Labor Relations Board v. Jones & Laughlin Steel Corp., 301 U.S. 1, 42-43. To hold, as the Board has done, that contracting out is a mandatory subject of collective bargaining would promote the fundamental purpose of the Act by bringing a problem of vital concern to labor and management

within the framework established by Congress as most conducive to industrial peace." 379 U.S. at 211-212.[8]

The court below, however, substituted for the broad policy favoring collective bargaining about a subject where this process has worked in practice, a hypertechnical approach which looks only to the definitions of "employee" and "unit for bargaining." On this view, bargaining covering a subject of importance to employees within the unit, *with the acknowledged representative of those employees,* was pretermitted because it was determined that the result would have an impact on other persons. If this view gained acceptance—and the decision will doubtless encourage other employers to experiment with avoidance of their bargaining obligations—countless subjects of discussion important to labor and management will be removed from the bargaining table if either party declines to discuss it, thereby narrowing the scope of bargaining to a point at which the ultimate aims of the Act would be thwarted.

[8] We note that the question which divided the Court in principle although not in result in *Fibreboard* is not presented here. Neither Pittsburgh Plate Glass nor any of the management *amici* have contended at any time that benefits to retirees are inherently a management function, or that these are a matter peculiarly internal to the company such as its relations with its own stockholders. Cf. *Labor Board* v. *Borg-Warner,* 356 U.S. 342.

CONCLUSION

For the above noted reasons, as well as those stated by the National Labor Relations Board, the petition for a writ of certiorari should be granted.

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APPENDIX

CHANGES IN BENEFITS FOR RETIREES BROUGHT ABOUT BY COLLECTIVE BARGAINING

1. PENSION BENEFITS

UNION	COMPANY	LOCATION	DATE CONTRACT EFFECTIVE	NO. OF WORKERS	DESCRIPTION OF PROVISION	SOURCE, U.S. DEPT. LABOR CURRENT WAGE DEVELOPMENTS
Oil, Chemical and Atomic Workers	The Carborundum Company	Niagara Falls, New York	7/21/69	2,600	$5 monthly pension for each year's credited service prior to 7/1/68 & $6 a month for each year thereafter (was $3 a month for all years)	No. 265 p. 7 Jan. 1, 1970
UE	I-T-E Imperial Corp. (formerly I-T-E Circuit Breaker Co.)	South Greensburg, Pennsylvania			$10 a month increase in present retirees' pensions	No. 265 p. 11 Jan. 1, 1970

UNION	COMPANY	LOCATION	DATE CONTRACT EFFECTIVE	NO. OF WORKERS	DESCRIPTION OF PROVISION	SOURCE, U.S. DEPT. LABOR CURRENT WAGE DEVELOPMENTS
IAM	Ladish Co.	Cudahy, Wis.	2/13/70	2,000	Effective 4/1/70 $5 monthly normal pension rate (was for $4) for active and retired employees	No. 273 p. 18 Sept. 1, 1970
UAW	Scovill Mfg. Co.	Waterbury, Waterville, & New Milford, Connecticut	10/69		Pension rate for previous retirees increased to $4.50	No. 266 p. 15 Feb. 1, 1970
Oil, Chemical and Atomic Workers	E. R. Squibb & Sons, Inc.	Brooklyn, N.Y. & New Brunswick, N.J.	10/69	2,500	20% increase for employees who retired prior to 1/1/70	No. 267 p. 7 Mar. 1, 1970
IUE	Electric Machinery Mfg. Co.	Minneapolis, Minn.			Current retirees received 10% increase in pensions.	No. 270 p. 17 June 1, 1970
United Rubber Workers	Goodyear Tire & Rubber Co. (16 plants)	Various	6/70	23,000	Present retirees pension increased by $1.25 a month for each year's credited service	No. 271 p. 9 July 1, 1970

IBEW; IUE; IAM; CWA; Steelworkers; Teamsters	Sylvania Electric Prod. Inc. (hrly. empls.)	Ipswich, Salem & Danvers, Mass.; Seneca Falls, Batavia & Buffalo, New York; Williamsport, Muncy, Warren & Titusville, Pa.; Smithfield, N.C.; Wheeling, W.Va.; and Ottawa, Ohio	6/15/70	10,000	Benefit rate for earlier service increased by $3.50	No. 271 p. 10 July 1, 1970
UAW	Torrington Co., a subsidiary of Ingersall-Rand Co.	Torrington, Conn.	5/70	2,500	Present retirees pension rate increased to $3.50 a month	No. 271 p. 14 July 1, 1970
IUE	Philco-Ford Corp., a subsidiary of Ford Motor Co.	Philadelphia, Pa., area	4/70	2,700	10% increase in present retirees' pensions	No. 271 p. 16 July 1, 1970
UE	Allen-Bradley Co. (electric motor controls & electronic components)	Milwaukee, Wis.		5,200	Improved pensions for current & future retirees increased $4 a month minimum benefit rate (was $2.50)	No. 271 p. 20 July 1, 1970

UNION	COMPANY	LOCATION	DATE CONTRACT EFFECTIVE	NO. OF WORKERS	DESCRIPTION OF PROVISION	SOURCE, U.S. DEPT. LABOR CURRENT WAGE DEVELOPMENTS
Pulp, Sulphite & Paper Mill Workers; United Papermakers & Paperworkers; IBEW	Int'l. Paper Co. Southern Kraft Division	South Carolina, Alabama, Miss., Florida, Arkansas, Louisiana	6/70	11,500	Increase in monthly pension for current & future retirees;	No. 272 p. 9 Aug. 1, 1970
UE	Morse Cutting Tools (formerly Morse Twist Drill & Machine Co.)	New Bedford, Mass.	5/8/70	850	Increased pensions for current retirees	No. 272 p. 14 Aug. 1, 1970
IUE	Reliance Electric Co.	Cleveland & Ashtabula, Ohio	6/70	1,600	Increased pensions for present retirees	No. 272 p. 18 Aug. 1, 1970

2. HEALTH AND WELFARE BENEFITS

Retail, Wholesale & Department Store Union	Detroit milk companies	Detroit, Mich., area	11/69	1,050	Companies pay $2 a month toward retiree's hospital-medical insurance (was $1.50)	No. 266 p. 8 Feb. 1, 1970

United Papermakers & Paperworkers	Westvaco Corp. (formerly West Virginia Pulp & Paper Co.)	Covington, Va.; Luke, Md.; & Williamsburg, Pa.	11/69	3,000	$4,000 retiree life insurance (was $1,000)	No. 266 p. 10 Feb. 1, 1970
UAW	Scovill Manufacturing Co.	Waterbury, Waterville, & New Milford, Conn.	10/69		$2,000 retirees life insurance (was $1,000)	No. 266 p. 15 Feb. 1, 1970
IUE	Fedders Corp. (appliances)	Edison, N.J.	2/23/70	2,200	Company pays amount equal to 10% of cents-per-hr. contribution for additional disability & vesting benefits, life insurance, & disability benefits for employees & retirees	No. 267 p. 9 & 10 Mar. 1, 1970
Int'l. Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers	Sun Shipbuilding & Dry Dock Co.	Chester, Pa.	1/4/70	3,500	Up to $5,000 life insurance for retirees & company pays $1.50 a month toward retiree & wife's Medicare premium	No. 269 p. 13 May 1, 1970

UNION	COMPANY	LOCATION	DATE CONTRACT EFFECTIVE	NO. OF WORKERS	DESCRIPTION OF PROVISION	SOURCE, U.S. DEPT. LABOR CURRENT WAGE DEVELOPMENTS
United Stone & Allied Products Workers of America	Huron Cement Div., National Gypsum Co.	Alpena, Mich.	5/1/70	850	$3,500 life insurance for retiring employees effective 5/1/70 with company assuming full cost	No. 270 p. 11 June 1, 1970
United Textile Workers of America	Beaunit Corp., Fibers Division	Childersburg, Alabama	7/70	800	$2,000 life insurance for retirees	No. 272 p. 12 Aug. 1, 1970
UAW	ESB, Inc.	Various	4/1/70	1,800	Company assumes full cost of retired employees' Blue Cross-Blue Shield premium	No. 271 p. 11 & 12 July 1, 1970
UAW	The Torrington Co., a subsidiary of Ingersall-Rand Company	Torrington, Conn.	5/70	2,500	Present retirees pension rate increased to $3.50 a month	No. 271 p. 14 July 1, 1970